



**State of New Hampshire
Department of Health and Human Services**

REQUEST FOR PROPOSALS (RFP-2017-OHS-01-SERVI)

FOR

Improving Access to Information and Services for Individuals and
Families Needing Long Term Supports and Services

New Hampshire ServiceLink Program

July 15, 2016



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1. INTRODUCTION

1.1. Overview

This Request for Proposals is published to solicit proposals from Vendors to provide ServiceLink services to assist all populations, including those over age 60, adults with physical, intellectual, development disability or mental illness, with improving access to information on the full range of long-term services and supports, and with improving access to public programs including Medicaid long-term support programs and benefits in New Hampshire.

Long-term services and supports are home and community based services provided to individuals to support their level of independence in the home and community.

The Department requires prospective Vendors to provide all ServiceLink services as follows:

- a. Consumer Information, Referral and Counseling Services
- b. Consumer program eligibility and enrollment
- c. Specialty Programs Services that include:
 - i. Family Caregiver Support Services
 - ii. Veteran Directed Home and Community Based Services
 - iii. State Health Insurance Assistance Services
 - iv. Senior Medicare Patrol Services
 - v. Transition Support Services
 - vi. Public Awareness and Education
 1. ServiceLink Services Outreach and Education
 2. Medicare Improvement for Patients and Providers Act

The Department seeks the above ServiceLink services be available statewide to all citizens in New Hampshire. Vendors shall propose to provide the above ServiceLink services in one or more geographic area identified in Section 3.2.

Though not required, the Department seeks Vendors who are proposing the above services to consider providing one or more of the following:

- a. State Health Insurance Assistance Program Trainer (statewide)
- b. Medicare Supplement Insurance Information (statewide)
- c. Specialized Care Transition Counseling and Support (per geographic area in Section 3.2)

1.2. Request for Proposal Terminology

- 1.2.1. For purposes of this RFP, the following terms may be used interchangeably:



- Vendor, Contractor, Bidder, Responder
- Attendee, Registrant, Individual
- RFP, Solicitation, or Procurement
- Bid, Proposal, or Offer
- ServiceLink, ADRC
- State of New Hampshire, State, Department, DHHS

1.2.2. Acronyms:

ACL: Administration for Community Living

ADRC: Aging and Disability Resource Centers

AtinNH: Assistive Technology in New Hampshire

BEAS: Bureau of Elderly and Adult Services

BIP: Balancing Incentive Program

CIL: Centers for Independent Living

DCS: Division of Client Services

DHHS: Department of Health and Human Services

FMS: Financial Management Services

ICF-MR: Intermediate Care Facilities for Persons with Mental Retardation (ICF-MR)

I&R/A: Information and Referral/Assistance

LCAs: Local Contact Agencies

LIS: Low-income Subsidy

LTSS: Long-term Services and Supports

MIPPA: Medicare Improvements for Patients and Providers Act

MOU: Memorandum of Understanding

NWD: No Wrong Door

OAA: Older Americans Act

OIG: Office of Inspector General

RFP: Request for Proposal

SFY: State Fiscal Year

SHIP: State Health Insurance Assistance Program

SIM: State Innovation Model



SIRS: Senior Medicare Patrol Information and Reporting System

SMP: Senior Medicare Patrol Program

VAMC: Veterans Administration Medical Center

VD-HCBS: Veterans Directed Home and Community-Based Services

VHA: Veterans Health Administration

1.2.3. Definitions

Advocacy (in the context of information, referral and assistance): Information and Referral (I&R) services offer advocacy on behalf of an individual when, once eligibility is confirmed, services are not being adequately provided or when the individual is unable to obtain a service on their own.

Aging and Disability Resource Centers (ADRCs): ADRC is a collaborative effort of the United States Administration on Community Living (ACL) and the Centers for Medicare and Medicaid Services (CMS). ADRCs serve as single points of entry into the long-term supports and services (LTSS) system for older adults and individuals with disabilities of all income levels. Sometimes referred to as “one-stop shops” or “no wrong door” systems, ADRCs address many of the frustrations consumers and their families experience when trying to find needed information, services, and supports. Through integration or coordination of existing aging and disability service systems, ADRC programs raise visibility about the full range of options that are available, provide objective information, advice, counseling and assistance, empower people to make informed decisions about their long term supports, and help people more easily access public and private long term supports and services programs. In New Hampshire an ADRC is called the New Hampshire ServiceLink Aging and Disability Resource Center (ServiceLink). More information may be found at:

<https://www.adrc-tae.acl.gov/tiki-index.php?page=ADRCHomeTest>

Alliance of Information and Referral Standards (AIRS): Consortium of national information and referral agencies developed standards to provide information and referral to individuals. More information may be found at: <http://www.airs.org/i4a/pages/index.cfm?pageid=1>



Assistive Technology in New Hampshire (ATinNH) is the New Hampshire Assistive Technology Act program administered by the University of New Hampshire's Institute on Disability (IOD), the lead agency for administering the statewide assistive technology program. ATinNH focuses on the acquisition of assistive technology for device loans, demonstration, and reuse needed to maintain or maximize independence in all life functions at home, work, school, and community for all individuals with disabilities; provides awareness and training in related services and supports; and responds to information, technical assistance, and public policy requests.

Biennium: The two-year period beginning July 1 of each odd numbered year through June 30 of the next odd numbered year.

Cultural Competence: Cultural competence is the integration of knowledge, information, and data about individuals and groups of people into standards, skills, service approaches and supports, policies, measures, and benchmarks that align with the individual's or group's culture and increases the quality, appropriateness, and acceptability of services and outcomes. *(Adapted from Cross et al., 1989)*

DHHS: Department of Health and Human Services, the State Department that administers ServiceLink.

eStudio: Secure software managed by DHHS to coordinate the electronic exchange of information between internal and external staff and partners.

Linguistic Competence: Linguistic competence specifically refers to the capacity of an organization and its personnel to communicate effectively, and convey information in a manner that is easily understood by diverse audiences including persons of limited English proficiency (LEP), those who have low literacy skills or are not literate, and individuals with disabilities". *(Goode & Jones, 2009)*

Local Contact Agency: State designated agency whose role it is to contact individuals referred to them by nursing facilities throughout the MDS Section Q process, and provide individuals and families timely information about choices of services and supports in the community, and collaborate with nursing facilities. More information available at: <http://www.dhhs.nh.gov/dcbcs/beas/nhpct/>

Long-Term Services and Supports (LTSS): Home and community-based services provided to individuals to support their level of independence in the home and community.



Major Pathways: The approach and pathways that individuals experience while transitioning from one service setting to another, or from one public program payer to another. These pathways include transitions from the community to hospital or nursing home, hospital discharge, preadmission screening for nursing home services, and transitions from skilled nursing facility to other settings. The pathways also represent critical junctures where decisions are made—usually in a time of crisis—that often determines whether a person is permanently institutionalized or transitioned back to their home.

NHCarePath: The name for NH's No Wrong Door System of Access to LTSS for all populations and payers. NHCarePath provides individuals streamlined eligibility to LTSS services and supports. Multiple statewide partners collaborate as part of NHCarePath, including DHHS, ServiceLink, Area Agencies offering developmental services, and Community Mental Health Centers.

New Heights: New Hampshire's eligibility management system.

NH EASY: New Hampshire's Electronic Application System, which enables users to apply or reapply for assistance, check eligibility, report changes, and track their application status online at the website available at www.nheasy.nh.gov

No Wrong Door (NWD): The NWD approach operationally involves a wide array of agencies and organizations working collaboratively to effectively reach and serve a broad range of populations. Population groups include older adults, individuals with physical disabilities of all ages, individuals with intellectual and developmental disabilities, and individuals interested in planning and/or paying for their LTSS needs. The NWD process is the formal "point of entry" into the State's LTSS system and is used to fundamentally change the experience of consumers who encounter the LTSS system so it becomes more responsive to the preferences and personal goals of its citizens who need, or may at some point need, LTSS.

Person-Centered Options Counseling: Describes an approach that respects and responds to individual needs, goals, and values. Within a person-centered approach, individuals and providers work in full partnership to guarantee that each individual's values, experiences, and knowledge drive the creation of an individualized plan and delivery of services.

Quarter: A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

Refer 7: The centralized database used by ServiceLink Contractors to assist staff with information about service resources statewide, support documentation, and back-up storage for program information and client inquiry records. The Refer 7 system allows users to track client records and generate reporting data on those contacts (see Appendix L).



RFP: Request for Proposals are an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

ServiceLink Aging and Disability Resource Center (ServiceLink): The formal name for the Aging and Disability Resource Centers in New Hampshire.

State Innovation Model (SIM): A discretionary grant funded by CMS provides resources to assist DHHS in the development and implementation of a LTSS managed care model.

State Fiscal Year: The State of New Hampshire fiscal year for the period starting July 1 and ending June 30.

1.3. Contract Period

The Contracts resulting from this RFP will be effective October 1, 2016 or upon the date of Governor & Executive Council approval, whichever is later through September 30, 2018.

The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory vendor performance, continued funding, and Governor and Executive Council approval.

2. BACKGROUND AND REQUIRED SERVICES

2.1. ServiceLink Aging & Disability Resource Center

The Department's vision for the ServiceLink Aging and Disability Resource Center (ServiceLink Services) is:

To have Aging and Disability Resource Centers (ADRCs) in every community serving as highly visible and trusted places where individuals of all incomes and ages and abilities can access information on the full range of long-term services and supports (LTSS) and to function as a primary point of entry for access to public programs including Medicaid long-term support programs and benefits.

ServiceLink Contractors will support this vision by:

- Serving as a highly visible and trusted place for individuals of all ages to turn to for objective and unbiased information and referrals on the full range of long term-care supports and services;
- Promoting awareness of the various options available to individuals in their community;
- Facilitating access to private sector services and supports, and public programs;



- Providing person-centered, culturally and linguistically competent, one-on-one assistance and decision support to individuals;
- Serving as the No Wrong Door (NWD) System of Access for all LTSS;
- Creating formal relationships between and among the major pathways individuals travel while transitioning from one setting of care to another;
- Serving all populations, including those under age 60, adults with physical, intellectual, development disability, or mental illness; and
- Ensuring services adhere to the highest standards and produce measureable results.

The ServiceLink program, through the Department's Contractors, provides information and referral services, promotes awareness of services, and maintains timely information about available Long Term Services and Supports statewide to minimize the otherwise daunting information gathering task for individuals and families seeking information and counsel.

For individuals struggling with LTSS decisions, ServiceLink provides Person-Centered Options Counseling to guide individuals through a supported decision-making process to help them identify personal goals and how services may be delivered.

DHHS aims to make progress towards fulfilling implementation of Federal Key Elements of a NWD System of Access to LTSS. To that end ServiceLink provides transition support services to help individuals regardless of income or program eligibility, to avoid unnecessary placement in nursing homes and other institutional settings. Additionally DHHS aims to support formal partnerships between ServiceLink contractors and acute care entities in order to serve as a bridge for the health system to the community and support the transition of individuals with LTSS needs who are being discharged.

Family caregivers are often a crucial factor for individuals successfully remaining in the community. ServiceLink Contractors offer a variety of supports for family caregivers, including individual and group counseling and support services, respite care, and educational programs related to caregiving. These services focus on the needs of the caregiver in addition to the individual being cared for. Contractors also serve as a resource for information about publicly funded programs, including Medicare.



Changes to the Medicare program in recent years have expanded services available to beneficiaries. Medicare prescription drug coverage and parts of the Affordable Health Care Act have complicated the enrollment process, particularly the annual open enrollment of Medicare managed care plans, called Medicare Advantage, and Medicare prescription drug plan. ServiceLink Contractors are a non-biased resource that assists Medicare beneficiaries with selection of health and drug plans based on their financial situation and medical needs. They help beneficiaries understand their Medicare benefits and deal with billing problems, and help low-income individuals apply for programs that will cover all or some of their Medicare cost-sharing and premiums.

ServiceLink as the States designated ADRC is contracted to be enrolled provider with the VA to operationalize the Veteran Directed Home and Community Based Service (VD-HCBS) Program. The VD-HCBS Program is a national program and partnership between Administration For Community Living and Veterans Administration. The program serves Veterans of any age who are at risk of nursing home placement and their family caregivers. This self-directed program provides Veterans the opportunity to receive home and community based services that enable them to avoid institutionalization and continue to live in their homes and communities.

With ServiceLink as its information and referral hub, DHHS is transforming its LTSS model to one that places individuals and families at the center of the planning and service delivery process. In this person-centered system, personal needs and desires, and family and community supports become the focus for developing and implementing a service plan that will allow maximum choice and control for the individual. ServiceLink Contractors are a significant part of this person-centered system, ensuring that it works in full partnership with service providers to guarantee that each individual's preferences, values, experiences, and knowledge drive service delivery.

For more information about ServiceLink, visit
<http://www.servicelink.nh.gov/about-us/index.htm>

2.2. No Wrong Door (NWD) System

The Department's ServiceLink Program and other ADRCs across the country operate as part of a federal No Wrong Door (NWD) System of Access to LTSS for all populations and payers. In New Hampshire, individuals experience streamlined eligibility determination and enrollment for services through a Person-Centered Options Counseling approach and standardized procedures specified by DHHS. Individuals accessing ServiceLink have the same consumer experience wherever they enter the state's NWD System. In New Hampshire, the NWD System is called NHCarePath of which ServiceLink Contractors are a partner.

Under federal NWD System guidelines, NHCarePath:

- Performs public outreach and coordination with key referral sources;



- Offers access points where individuals can inquire and receive comprehensive information about community LTSS;
- Performs person-centered counseling to ensure consistent client experiences and information accuracy;
- Coordinates information and services with other NHCarePath partners, such as Community Mental Health Centers, Area Agencies for Developmental Disabilities, and the Division of Client Services;
- Helps individuals, regardless of their income or program eligibility avoid unnecessary placement in nursing homes and other institutional facilities;
- Facilitates the successful transition of individuals with LTSS needs from hospitals and other health care settings back to the community;
- Establishes formal agreements with local Veterans Administration Medical Centers (VAMC) to assist the VA in implementing the Veteran Directed Home and Community-Based Services (VD-HCBS) Program; and
- Facilitates streamlined eligibility and enrollment for public programs.

For more information about NHCarePath, visit
<http://www.nhcarepath.org/pdf/NWD%20Fact%20Sheet.pdf>

3. STATEMENT OF WORK

3.1. Covered Populations

The Contractor shall provide services to the following populations:

- 3.1.1. Individuals age 60 and over;
- 3.1.2. Adults over the age of 18 who are chronically, physically ill or disabled and who may need long-term care supports;
- 3.1.3. Family members, caregivers, advocates, and providers;
- 3.1.4. Anyone seeking information about LTSS;
- 3.1.5. Individuals with intellectual, physical, and/or developmental disabilities, including individuals with dementia;
- 3.1.6. Veterans; and
- 3.1.7. Individuals of all ages, income levels, race/ethnicities, and cultures.

3.2. Area Served

The Department is seeking proposals from Vendors that will ensure statewide coverage.

Vendors shall propose to provide services listed in Sections 3.3 (excluding the Optional Services in Section 3.3.3) in one or more geographic area.



A geographic area is defined by the client location of cities and towns that make up each county except for Cheshire, Hillsborough, and Sullivan counties as follows:

- 3.2.1. Belknap County
- 3.2.2. Carroll County
- 3.2.3. Coos County
- 3.2.4. Grafton County
- 3.2.5. Hillsborough County (excluding the towns of Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor)
- 3.2.6. Merrimack County
- 3.2.7. Monadnock Region (includes all the cities in towns of Cheshire County, and Grantham and Plainfield of Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County).
- 3.2.8. Rockingham County
- 3.2.9. Strafford County
- 3.2.10. Sullivan County (excluding the towns of Grantham and Plainfield)

Q1. Identify the geographic area or areas you propose to provide ServiceLink services.

3.3. Scope of Services

This section describes ServiceLink Contractor's administrative and programmatic scope of services requirements, including:

- Program Administration
- Stakeholder Engagement and Collaboration
- Consumer Information, Referral, and Counseling Services
- Streamlined Eligibility and Enrollment
- Specialty Program Services
- Public Awareness and Education
- Optional Program Services

3.3.1. ServiceLink Contractor's Administrative Requirements

- 3.3.1.1. The Contractor must adhere to ServiceLink administrative requirements, standards of practice, approaches, and methods of service delivery as described in this section as follows:



a. General

i. The Contractor shall:

1. Operate the ServiceLink program as an independent program separate and distinct from the fiscal sponsor;
2. Describe ServiceLink as an independent program in all advertising, marketing, and written and verbal descriptive materials developed and/or disseminated by the Contractor;
3. Publish hours of operation throughout the region and include staff hours to provide a minimum of 40 hours of operation per week, which includes availability by appointment, and weekend and evening coverage; and
4. Operate the ServiceLink program within its fiscal sponsor's agency, personnel and human resource policies and procedures and review their policies and procedures to ensure the Department's ServiceLink Resource Centers operational and program requirements are met.

b. Physical Plant and Equipment

i. The Contractor shall adhere to the following physical plant requirements:

1. Occupy office space that is distinct from any other service provider or program operated by the Contractor;
2. Locate the main office and any satellite offices in an easy and accessible location so that it is centrally located to clients in the proposed geographic area.
3. Demonstrate accessibility in a variety of ways such as proximity to main roads.
4. Provide sufficient office space and supplies to all staff and volunteers at each ServiceLink Contractor's site.
5. Demonstrate that physical space capacity has sufficient accommodations to conduct private and confidential interviews and meetings with at least three (3) individuals in a private room;
6. Provide sufficient space and supplies, at a minimum of two (2) to three (3) days per week, to outside team



members, including but not limited to, the Departments Division of Client Services (DCS) staff and the NH State Office of Veterans Services, to conduct financial screenings, interviews, and consultations with clients at the ServiceLink Contractor sites;

7. Provide satellite offices or other forms of consumer accessibility at population centers such as, businesses, shopping areas, health care sites, and public transportation;
8. Provide barrier-free access to buildings and facilities frequented by clients;
9. Meet all state and local rules and ordinances related to health, fire and life safety codes;
10. Maintain a written response plan to include, but not be limited to, response to fire, violence, inclement weather, medical and other emergencies, and disasters;
11. Display a visible "ServiceLink Aging and Disability Center" sign approved by the Department outside the building at each site;
12. Assume responsibility for all costs associated with establishing and operating phone and fax lines, including necessary equipment, as follows:
 - a. Operate a minimum of 3-4 phone numbers/lines, as well as a fax line;
 - b. Configure one main phone line (Line #1) to route to the national toll-free ServiceLink program number; and
 - c. Work with DHHS to ensure consistent phone numbers are available to the public, and assume responsibility for existing phone numbers as appropriate;
 - d. Configure phone system(s) to allow for individual voicemail capabilities for each staff person.

Q2. *Describe your resources to meet the general, physical plant and equipment requirements in the above RFP Section 3.3.1.1.*

3.3.1.2. Stakeholder Engagement and Collaboration



- a. The Contractor shall provide a successful information and referral programs by having meaningful involvement of key stakeholders; especially consumers and their families, in the design, implementation, ongoing administration and evaluation of a NWD System like ServiceLink, as follows:
 - i. Involve key stakeholders in local governance of the ServiceLink program such as consumers and families such as but not limited to older adults, individuals with physical, intellectual and developmental disabilities, family caregivers, individuals with mental and/or behavioral health needs, family members, advocates, local veteran service organizations, and other community-based service providers.
 - ii. Have a formal mechanism and documented process for involving stakeholders in the ongoing development and implementation of ServiceLink.
 - iii. Develop formal partnerships with other NHCarePath Partners;
 - iv. Assist the Department with coordinating quarterly NHCarePath Regional Partner meetings in their region by facilitating space, documenting meeting minutes, and assisting with communications to other partners in their region.
 - v. Connect and coordinate with NHCarePath key referral sources, including but not limited to, State or regional hospitals, senior centers, physician practices, home health agencies, community mental health centers, municipal health and welfare, Brain Injury Associations, Centers for Independent Living, Departments of Veterans Affairs, Adult Protective Services, information and referral/2-1-1 programs, Regional Public Health Networks, and other community-based organizations instrumental to ServiceLink Contractor activities.
 - vi. Improve the provision and utilization of assistive technology for individuals with disabilities and their families by working with Assistive Technology in New Hampshire (ATinNH) as follows:
 1. Explore possible benefits and need for assistive technology devices such as assistive listening devices; amplification devices for low talkers; hands-free magnification holders; hands-free holding solutions; one handed solutions; solutions to reduce slips and falls; devices to help people remember to perform essential tasks such as taking medications; solutions for reaching, bending, lifting and transferring; and solutions for grasping impairments. Additionally,



- demonstrations of iPad apps to help with vision, hearing, communication and memory can be explored.
2. Provide devices for demonstration and loans to clients in order to maximize client independence in the home and community.
 3. Train clients on assistive technology and provide technical assistance to help individuals make decisions on appropriate technology to age in place.
 4. Demonstrate appropriate equipment for the individual and then document outcome of demonstration related to the nature of the equipment shared.
 5. Follow up with individuals to determine if they were able to make a decision as a result of the demonstration and how satisfied they were with the demonstration or loan of the equipment.
- vii. Participate in the strategic planning process for the Department's NWD approach.
 - viii. Work collaboratively with partners, stakeholders and other local and regional initiatives that provide and inform healthcare reform and social determinants of health.
 - ix. Collaborate and coordinate with other statewide initiatives such as, but not limited to SIM, regional health care systems, social service, population health coordinating entities, Medicaid transformation and other state initiatives; such collaboration may necessitate the Contractor revise or modify its deliverables and work plan to meet primary objectives defined by federal grantor and state initiatives.

Q3. *Describe how you propose to develop, or enhance (if you are currently a ServiceLink Contractor) effective and efficient program delivery of the Stakeholder Engagement and Collaboration in Section 3.3.1.2.*

3.3.1.3. Consumer Information, Referral and Counseling Services

- a. The Contractor shall provide consumer information, referral and counseling services that establishes a clear expectation for individualized person-centered planning which is recognized as foundation for the delivery of effective home and community-based services, as follows;
- i. Develop and maintain an Information and Referral/Assistance (I&R/A) Plan which, at minimum, describes systematic processes to provide I&R/A.



- ii. Link individuals with needed public and/or private services and supports through appropriate referrals to agencies and organizations.
- iii. Enter all applicable contacts into the Refer 7 database, in accordance with the policy and procedures in the Refer 7.5 Manual for all programs listed in the RFP Section 3 Scope of Services.
- iv. Conduct follow-up with all (applicable) contacts and clients for services offered in this RFP in accordance with the policy and procedures in the Refer 7.5 Manual.
- v. Conduct at a minimum follow up with individuals to determine whether more assistance is needed and conduct other type of follow up according to the policy and procedures in the Refer 7.5 Manual.
- vi. Comply with the Alliance of Information and Referral Standards (AIRS) and use the Refer 7 database to provide information to contacts and clients about the range of LTSS and resources in the service area.
- vii. Inform the Department's Refer 7 Administration with updated agency information in the Refer 7 database, ensure the information provided is accurate and comply with the established inclusion/exclusion policies in the Refer 7.5 manual.
- viii. Ensure that the Contractor's staff attend outreach and education trainings as directed by the Department.
- ix. Conduct person-centered Person-Centered Options Counseling in accordance with federal NWD System guidelines (Section III– Person-Centered Counseling), including but not limited to:
 - 1. Conduct public program screenings in accordance with the No Wrong Door policy.
 - 2. Counsel in a location that fits the needs of the individual, such as a private home or office, and to be accessible to the client by phone, email, or other method preferred by the client;
 - 3. Begin the counseling process for each individual with a personal conversation that includes elements of screening and assessment to confirm each client's LTSS needs and determine if they have any needs that require immediate action;



4. Provide person-centered one-on-one assistance and decision support to clients and others whom they may wish to include in the process, such as family members and/or caregivers/support persons;
5. Ensure the client with LTSS needs directs the person-centered counseling process;
6. Help clients understand and assess their situation, assist with any immediate LTSS needs, conduct conversations to confirm who should be part of the process, identify goals, strengths and preferences of each client;
7. Work with individuals to develop action plans and, if requested, coordinate and arrange for the delivery of services and supports;
8. Provide special attention to those clients most at-risk of institutionalization;
9. Conduct decision support processes which explore resources and service options, and supports the individual in assessing all the pros and cons of their options;
10. Develop action steps toward a goal or a long-term support plan, and provide assistance in applying and accessing support options when requested;
11. Use standard intake and screening instruments defined by the Department;
12. Consistently conduct follow-up with individuals receiving Person-Centered Options Counseling to support outcomes and determine whether more assistance is needed;
13. Assist the individual in determining how best to pay for and arrange the delivery of services, and help the individual assess the sufficiency of his or her own individual resources;
14. Facilitate access to public programs for those who appear eligible for one or more public LTSS options, such as Medicaid, OAA, Independent Living programs, state revenue programs, and veteran programs;
15. Facilitate referrals and follow-up for abuse and neglect complaints with Adult Protection Services,



and adhere to procedures developed in partnership with DHHS;

16. Report abuse and neglect of clients immediately to the Adult Protection program in accordance with NH Law and procedures set forth by the Department;
17. Include a plan to schedule future contacts and follow-ups that includes working with the individual and others as appropriate, including the client's case manager of relevant public program(s) to help ensure the LTSS identified in the individual's person-centered services plan are initiated and meeting the individual's needs. Follow-up also involves being available to assist the individual in making adjustments to their services plan as their personal goals and preferences change; and
18. Provide confidential, objective, accurate and comprehensive Person-Centered Options Counseling to individuals of all income levels and with all types of disabilities.

For more information on the Alliance for Information and Referral Standards, visit http://www.airs.org/files/public/AIRS_Standards_8_0.pdf

For more information about the NWD System, visit <http://www.acl.gov/Programs/CIP/OCASD/ADRC/docs/NWD-National-Elements.pdf>.

For more information on the Refer 7.5 Manual, see Appendix L

Q4. *Describe how you propose to develop, or enhance (if you are currently a ServiceLink Contractor) effective and efficient program delivery of the Consumer Information, Referral, and Counseling Services, in Section 3.3.1.3.*

3.3.1.4. Streamlined Eligibility and Enrollment

- a. The Contractor shall use standardized processes to help individuals determine eligibility for all publicly funded LTSS programs available in the state as follows:
 - i. Support, implement and follow the processes to streamline access to LTSS defined services in accordance with the Department policies. (e.g., Medicaid, programs under the Older Americans Act, independent living programs, state revenue programs, and veteran programs).
 - ii. Follow Person-Centered Options Counseling protocols and procedures for determining eligibility for one or more programs, as follows:



- iii. Assist individuals in determining how best to pay for and arrange delivery of services, including helping each individual assess the sufficiency of his or her own personal resources, including services that are covered out-of-pocket and/or through other community resources.
- iv. Help the client access non-publicly funded, community-based LTSS needed when individuals are placed on waiting lists for publicly funded assistance.
- v. Work with individuals and use information collected during the Person-Centered Options Counseling process to coordinate with staff responsible for assessing needs and determining eligibility to:
 - 1. Facilitate completion and submission of applications and necessary eligibility determination documents; and
 - 2. Create a streamlined and seamless process for individuals trying to access public programs that provide LTSS.
- b. The Contractor shall assist individuals in completing program enrollment applications, as follows:
 - i. Work in close coordination with DHHS staff responsible for administering the program's formal procedures and requirements involved in assessing needs and determining eligibility;
 - ii. Take applications, assist applicants in completing the application, provide information and referrals, obtain required documentation to complete applications, ensure information on the application is complete, and conduct any necessary interviews; and
 - iii. Track individuals' eligibility status throughout the process of eligibility determination and redetermination using the Department's intake/eligibility determination systems, such as New Heights Financial Eligibility System, NH Easy, and other program specific systems.
 - iv. Work with the Department to ensure designated staff persons working with the above systems in Section 3.3.1.4.b.iii are trained and have access to these systems.
- c. The Contractor may be informed of individuals who are determined ineligible for public LTSS. In these situations, the



Contractor shall follow-up with individuals to provide further Person-Centered Options Counseling.

- d. The Contractor shall participate in DHHS trainings to conduct the Department's screening protocols, and help facilitate the financial eligibility process.
- e. The Contractor shall comply with Department policies and procedures related to its role as a partner in the Medicaid eligibility determination process.

For more information about NHCarePath partner tools and information, visit

<http://www.nhcarepath.org/partners.php>.

Q5. Describe how you propose to develop, or enhance (if you are currently a ServiceLink Contractor) effective and efficient program delivery of the Streamlined Eligibility and Enrollment in Section 3.3.1.4.

3.3.2. Specialty Program Services

ServiceLink optimizes the state's ability to improve the efficiency and effectiveness of eligibility determination processes associated with LTSS programs, while also creating a more expeditious and seamless process for individuals trying to access publicly-supported LTSS and other specialized public programs described in this section, including:

- Family Caregiver Support Program
- Veteran Directed Home and Community-Based Services (VD-HCBS) financial management program
- State Health Insurance Program (SHIP) Medicare program counseling
- Senior Medicare Patrol (SMP) fraud, waste and abuse prevention and reporting
- Transition Support Services between major pathways of care

Administrative and service delivery requirements for each program are described in this section.

3.3.2.1. Family Caregiver Support Program

- a. The Family Caregiver Support Program operated by ServiceLink Contractors provides information, referrals, and Person Centered Options Counseling for community caregiver programs and local resources as follows:
 - i. Provide a multifaceted system of support services for informal family caregivers who provide care and meet eligibility for the caregiver program.



- ii. Assign a the minimum FTE for each geographic area as identified in section 3.8 and ensure that the staff members specialize in working with issues faced by family caregivers.
- iii. Ensure staff is knowledgeable about community resources that family caregivers can benefit from, provide appropriate referrals, and access assistance to private and public resources.
- iv. Ensure full compliance with caregiver data entry activities in Refer 7 to include completion of caregiver form.
- v. Provide information, assistance, and Person-Centered Options Counseling to caregivers.
- vi. Provide training to assist caregivers in making decisions and solving problems related to their caregiving roles.
- vii. Conduct an assessment of the individual and determine eligibility for respite, and/or supplemental services which are to be provided on a limited basis to complement the care provided by the caregiver.
- viii. Approve the clients' service plans and budgets for the approved services in Section 3.3.2.1.a.vii, and provide copies of the service plan and budgets to the Department's Financial Management Contractor who will provide bill paying and employer of record services for clients.
- ix. Provide assistance to caregivers as needed to comply with the Department's fiscal management policies and procedures for bill paying and employer of record services for clients.
- x. Offer staff availability for home or community visits with family caregivers for the purposes of assessment and ongoing home visits, as needed.
- xi. Ensure full compliance with program federal and state mandates, guidelines, policies and procedures.
- xii. Ensure a minimum of one (1) staff member is trained as a class leader in the evidence-based curriculum Powerful Tools for Caregivers (PTC) or, at the minimum, ensure that at least two individuals in the geographic area served by the Contractor be trained in the Powerful Tools for Caregivers curriculum.
- xiii. Coordinate and/or provide a minimum of one (six (6) week session) Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers completing the workshop series.
- xiv. Develop and facilitate a caregiver support group in the absence of an existing support group in the service area.



- xv. Collaborate with existing caregiver support in the area.
- xvi. Ensure program staff attend and participate in statewide Department coordinated Family Caregiver Support Program meetings.
- xvii. Implement a minimum of six (6) formal outreach activities/presentations to community partners (i.e., schools, churches, memory cafés, and Adult Day Care Association) targeted specifically to the informal caregiver population.
- xviii. Monitor caregiver spending to ensure grants are spent prior to end of each State Fiscal Year and in accordance with the caregiver's plan.

For more information about the Family Caregiver Support Program, visit <http://www.servicelink.nh.gov/about-us/nhfcsp.htm>

Link to the New Hampshire Family Caregiver Support Program (NHFCSP) funded under the [Older Americans Act, as amended, Public Law 106- 501, Title III, Part E:](http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx)
http://www.aoa.gov/aoa_programs/hcltc/caregiver/index.aspx

For more information about the Family Caregiver Support Program Fiscal Management Protocols, see Appendix I.

Q6. *Describe how you propose to develop, or enhance (if you are currently a ServiceLink Contractor) effective and efficient program delivery of the Family Caregiver Support Program in Section 3.3.2.1.*

3.3.2.2. Veteran Directed Home and Community-Based Services (VD-HCBS) aka Veterans Independence Program (VIP)

The federal Veterans Health Administration program partners with states to develop coordinated systems of access to make it easier for consumers to learn about and access LTSS. These efforts have been supported by a variety of programs, including the Veteran Directed Home and Community-Based Services (VD-HCBS), also known in New Hampshire as Veterans Independence Program.

- a. The Contractor shall facilitate related services and supports to provide veterans the opportunity to receive home and community-based services in a consumer-directed fashion that enables them to avoid nursing home placement, and continue to live in their homes and communities, as follows:
 - i. Comply with the VAMC National VD-HCBS Program staffing requirements and procedures.
 - ii. Demonstrate to the Department your commitment working with the White River Junction Veterans Administration Medical



Center and/or the Manchester Veterans Administration Medical Center.

- iii. Accept referrals of veterans needing services and supports for community based services from White River Junction Veterans Administration Medical Center and/or the Manchester Veterans Administration Medical Center.
- iv. Establish and maintain an advisory board that includes representatives from veterans and families, and veterans groups for the purpose of providing oversight of the VD-HCBS program, receiving feedback and providing ongoing continuous improvement of the program.
- v. Establish service plans and budgets for approval by the referring Veterans Administration listed in Section 3.3.2.2.a.iii.
- vi. Maintain the veterans budget for ongoing implementation of the services by monitoring available funding and expenditures so as not to exceed the budget amount.
- vii. Provide financial management services for bill paying and/or employer of record services in accordance with the Department's policies and procedures, directly or through a subcontract with another agency.
- viii. Maintain compliance with staff training to provide the VD-HCBS and to provide the Financial Management Services program requirements, as applicable;
- ix. Provide strictly dedicated staff (.5 FTE) to assist veterans in arranging consumer-directed services, as follows:
 - x. Counsel veterans and their families on how to use their flexible home and community-based VAMC approved services budget to meet individual needs and goals.
 - xi. Assist Veterans, as needed to meet LTSS needs, and identify a back-up plan for support; and
 - xii. Contact Veterans referred to the VD-HCBS program within 3 business days of receiving the referral from the Veterans Administration listed in Section 3.3.2.2.a.iii.
 - xiii. Assist Veterans enrolled in the program with deciding what program eligible mix of goods and services will best meet Veterans' needs for LTSS.
 - xiv. Meet or exceed Ninety percent (90%) or better, consumer satisfaction rate measured through the Veterans Administration Medical Center (VAMC) facilitated quality review process;



- xv. Participate in continuous program quality improvement activities with the Department and/or the VAMC to evaluate and improve the effectiveness and quality of the program and its policies and processes that include monthly VD-HCBS calls, VD-HCBS sponsored trainings and webinars;
- xvi. Participate in referring VAMC program meetings; and
- xvii. Participate in trainings that aim to improve knowledge of military culture and enhance competencies required to serve veterans and families served in VD-HCBS.

For more information about the VD-HCBS program, visit

<http://www.acl.gov/Programs/CIP/OCASD/VDHCBS/index.aspx>

For more information about the Veterans Directed Home and Community Based Program, visit

http://www.va.gov/geriatrics/Guide/LongTermCare/Veteran-Directed_Care.asp

For more information about VAMC National VD-HCBS Program Procedures, See Appendix J

Q7. *Describe how you propose to develop, or enhance (if you are currently a ServiceLink Contractor) effective and efficient program delivery.*

3.3.2.3. State Health Insurance Assistance Program (SHIP)

ServiceLink staff trained as Medicare specialists are trained and certified under the national State Health Insurance Assistance Program (SHIP) to provide Medicare health insurance counseling.

- a. The Contractor shall provide information, counseling, and assistance related to the procurement of adequate and appropriate health insurance coverage, including Medicare Part A and Part B coverage, Medicare Advantage managed care, Medicare prescription drug coverage (Part D), Medicare supplement plans, and long-term care insurance for Medicare-eligible individuals, their families and caregivers, as follows:
 - i. Provide personalized counseling to an increasing and diverse number of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services;
 - ii. Provide targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners to increase consumer understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection;
 - iii. Demonstrate increased and enhanced beneficiary access to a counselor workforce that is trained, fully equipped, and proficient in providing the full range of services, including



enrollment assistance in appropriate benefit plans and continued enrollment assistance in Medicare prescription drug coverage.

- iv. Facilitate recruitment, training, and maintenance of a network of volunteers to help with providing these services at ServiceLink Contractor sites.

For more information on the state's SHIP Program, visit
<http://www.servicelink.nh.gov/medicare/index.htm>

For more information on SHIP Technical Assistance Center (SHIPTA), visit:
<https://www.shiptacenter.org/about-us/about-the-center/>

For more information on the SHIP new On-Line Certificate program, visit:
<http://shipta.medicareinteractive.org>

3.3.2.4. Senior Medicare Patrol (SMP)

- a. The Contractor shall increase community awareness of and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare, including:
 - i. Foster national and statewide coverage by offering services locally, regionally, and statewide that involve collaboration with organizations representative of or knowledgeable about the target population through formal and informal partnering, the use of toll-free lines, web-based strategies, through local and statewide media channels, and educational outreach planning.
 - ii. Provide beneficiary education and inquiry resolution for major areas of health care fraud by working with local and statewide resources to support expanded SMP coverage.
 - iii. Foster program visibility and consistency to enhance the capability to identify and refer instances of potential health care fraud by (a) collaborating in a seamless and consistent way with community-based providers, (b) conducting timely reporting to ACL and in the SMP Information and Reporting System (SIRS), and (c) using the national SMP Resource Center's resources.
- iv. Demonstrate improved efficiency of SMP while increasing results for both operational and quality measures by meeting expectations of the ACL, securing trained SMP staff and volunteers who attend webinars, utilizing online trainings and assessments, and accurately report activities in SIRS to meet performance measures required by the Office of Inspector General's (OIG) (see Appendix X).



- v. Target volunteer, community, and partnership training and education to isolated and hard to reach populations, by providing SMP services, partnership relationships, and maintenance of a trained in-kind volunteer network;
- vi. Implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by ACL.
- vii. Recruit, train, and maintain staff and volunteers to assist health care consumers to be more informed about how to protect their personal health information, detect payment errors, and report questionable Medicare billing situations.

For more information about SMP, visit
<http://www.servicelink.nh.gov/fraud/index.htm>
<http://www.smpresource.org>

For more information about the OIG's Performance Measures, see Appendix O.

For more information about the SMP Volunteer Risk Program Management, visit
http://www.aoa.acl.gov/AoA_Programs/Elder_Rights/SMP/SMPpolicies.aspx.

Q8. *Describe how you propose to develop, or enhance (if you are currently a ServiceLink Contractor) effective and efficient program delivery of services in Section 3.3.2.3 and 3.3.2.4.*

3.3.2.5. Transition Support Services

- a. The Contractor shall help individuals avoid unnecessary placement in nursing homes or other institutional settings, as follows:
 - i. Create formal linkages within the health system, facilitate transition of individuals who are discharged from acute care settings back to their homes and communities;
 - ii. Help individuals arrange for the community services and supports they need to remain at home, and avoid unnecessary hospital readmissions;
 - iii. Help individuals, regardless of their income or program eligibility, to avoid unnecessary placement in nursing homes and other institutional facilities as well as to help individuals with LTSS needs who are already residing in these types of facilities to transition back to the community;
 - iv. Provide regular outreach and education for facility administrators and discharge planners about the ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations;



- v. Serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, MDS 3.0 Section Q, utilized by certified nursing facilities to engage residents in determining interests in exploring community living options for possible transfer back into community living.

For more information about Local Contact Agency practices, visit MDS Section Q Tool Kit: <http://www.servicelink.nh.gov/publications/documents/section-tool-kit.pdf>

Q9. Describe how you propose to develop, or enhance (if you are currently a ServiceLink Contractor) effective and efficient program delivery in Section 3.3.2.5.

3.3.2.6. Public Awareness and Education

a. ServiceLink Outreach and Education

- i. The Contractor shall deliver outreach and education services to promote ServiceLink services, as follows:

- 1. Submit an Outreach and Marketing Plan to the Department for review and approval within 60 days after the contract effective date for review and approval that focuses on the overall scope of services and aims to establish ServiceLink as a highly visible and trusted place, where individuals can turn for objective and unbiased information, and personalized one-on-one counseling that can help any citizen of the state learn about and access the LTSS options available in their communities.

- 2. Include in the plan in Section 3.3.2.6.a.i.1 the following:

- a. Consideration of all populations served, including different age groups, income levels, and types of disabilities; cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations may or may not meet public assistance requirements, and private payers who want to plan ahead for long-term care needs;
- b. Strategies to assess the effectiveness of outreach and marketing activities; and



- c. Feedback loops to monitor and modify outreach and marketing activities as needed.
 3. Partner with other ServiceLink Contractors to learn from their outreach and marketing best practices.
- b. Medicare Program Promotion
 - i. The Contractor shall provide in accordance with the Medicare Improvements for Patients and Providers Act (MIPPA):
 1. Public awareness about beneficiary eligibility for reduced Medicare cost share expenses for individuals with limited income by enrolling eligible beneficiaries in Medicare prescription drug coverage (including Low-Income Subsidy (LIS)), and Medicare Savings Programs (MSP).
 2. Awareness and availability of Medicare preventive services, such as wellness prevention screenings and flu shots for Medicare beneficiaries through distribution of promotional materials developed by CMS, ACL, and BEAS.
 - ii. The Contractor shall implement a communications and media schedule to conduct outreach campaigns (1-2 per month), as follows:
 1. Mail introductory letters to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affair managers, pharmacies, medical practices, and other community partners;
 2. Conduct follow-up contacts;
 3. Arrange face-to-face meetings to educate community partners.
 4. Develop a media list for the geographic area served (e.g., radio stations, newspapers, agency/hospital web-based newsletters, other community websites); and
 5. Prepare scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - iii. The Contractor shall be responsible for purchasing media in their local area.



- iv. The Contractor shall comply with procedures for reporting defined by the Department.
- v. The Contractor will be required to meet or exceed the following performance measures:

Performance Measure	Reporting Method
Performance Measure 1: Increase in the number of individuals enrolled in: LIS, MSP, and Medicare prescription drug coverage by five (5) percent of the total number enrolled in the programs in the previous 12 months.	Monthly Outreach Activities Reports sent to DHHS by 15th of each month.
Performance Measure 2: Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services	Monthly Outreach Activities Report SHIP-NPR reports, (Client Contacts and Public and Media Activities—PAM).
Performance Measure 3: Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at least 1-2 times per month.	Monthly Outreach Activities report to DHHS and entries into SHIP-NPR reporting system reports to DHHS.
Performance Measure 4: Demonstrate partnership and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings included in SHIP Mid-Term and Annual Progress Reports to DHHS.

Q10. *Describe how you propose to develop, or enhance (if you are currently a ServiceLink Contractor) effective and efficient program delivery in Section 3.3.2.6.*

3.3.3. Optional Services

The Bidder may proposal one or more of the following optional services in their proposal.

3.3.3.1. State Health Insurance Assistance Program (SHIP) Trainer (Optional)

- a. At its option, the Contractor may include in its proposal a provision for statewide training and support for ServiceLink Contractors who provide SHIP services, as follows:
 - i. Develop a detailed training plan that addresses, at minimum, statewide SHIP certification training for ServiceLink staff and other topics such as:
 1. Medicare eligibility and enrollment periods



2. Medicare Parts A, B, C, and D benefits and coverage
 3. Medicare Supplement Plans and coverage options
 4. Long term care insurance
 5. Medicare Savings Programs
 6. Employer coverage versus Medicare coverage
 7. Tricare and Medicare
 8. Medicaid programs and coordination with Medicare coverage
 9. Medicare fraud, errors and abuse, how/where to report incidences of suspected health care issues
 10. Specific claims and billing issues.
- ii. Assist with statewide annual Medicare-related training events;
 - iii. Coordinate and further develop the ServiceLink Contractors' SHIP training tools.
 - iv. Develop and oversee the administration of the SHIP online certification tool for ServiceLink Contractors' SHIP Coordinators, new trainees, staff, and volunteers.
 - v. Provide subject matter expertise regarding Medicare related topics by attending pertinent national conferences, local, regional trainings and webinars, and working in partnership with the Department's SHIP Program Director and all ServiceLink Contractors.
 - vi. Work in partnership with DHHS's SHIP Program Director, and ServiceLink Contractors' SHIP and SMP programs to coordinate and streamline training and certification activities.
 - vii. Ensure SHIP program training guides are current and updated in response to policy changes, and are readily available in DHHS's eStudio.
 - viii. Help develop and disseminate new materials released by CMS or ACL and their partners, and ensure materials are available in the SHIP Technical Assistance Center and SMP Resource Libraries.
 - ix. Develop and update program for SHIP counselors and Medicare beneficiaries, and make DHHS approved information available to counselors.



- x. Work with the Department's SHIP Program Director to develop job descriptions SHIP staff as part of a working informational base for volunteers, and require supervisors to take responsibility for ensuring staff are adequately trained.
- xi. Ensure ServiceLink SHIP staff and volunteers have access and working knowledge of Medicare information, training materials and related resources.
- xii. Manage the process for certifying staff performing SHIP counseling on local, state-specific topics, and the national SHIP technical center's online certification tool.
- xiii. Communicate regularly with DHHS, the ServiceLink managers and staff performing SHIP counseling to assess training needs.
- xiv. Attend train-the-trainer opportunities and webinars throughout the year to keep current on program changes, updates, and best practices to improve the effectiveness of service delivery.
- xv. Review, periodically, Medicare beneficiary calls and issues were handled by staff to assess current knowledge levels, and adapt trainings and workshops accordingly.

3.3.3.2. Medicare Supplement Insurance Information (Optional)

- a. At its option, the Contractor may include in their proposal a provision to provide statewide Medicare Supplement Insurance Information by producing and distributing Medicare supplement insurance comparison literature, as follows:
 - i. Collect accurate and timely information about Medicare supplement insurance plan types and premium information released by the NH Insurance Department. This Information shall be provided to the DHHS' SHIP program director and all the ServiceLink offices to assist individuals in making decisions about Medicare programs and health plans.
 - ii. Compile Medicare supplement insurance information in a readable format. Data shall be displayed in a consumer-friendly format by benefit plan.
 - iii. Update Medicare supplement premium data each calendar year.



- iv. Monitor any and all changes in supplement premium rates and report changes to the DHHS SHIP Program Director and ServiceLink Contractors statewide.
- v. Each January, or as soon as information is released, the Contractor shall provide the Department's SHIP Program Director and each ServiceLink Contractor with an electronic version of the current year's plan data.

3.3.3.3. Specialized Care Transition Counseling and Support (Optional)

- a. At its option, the Contractor may include in its proposal provisions to deliver, by geographic region (See Section 3.2) the following enhanced person-centered counseling requirements:
 - i. Ensure a subset of ServiceLink staff doing Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to the home.
 - ii. Demonstrate development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff in facilitating hospital-to-home transitions for individuals with LTSS needs that include plans to:
 - 1. Implement Interdisciplinary communication across acute, primary care and LTSS service providers/systems;
 - 2. Establish a process for identifying individuals and caregivers in need of transition support services;
 - 3. Develop protocols for referring individuals to the local ServiceLink Contractor for Person-Centered Options Counseling, transition support, and coordination;
 - 4. Perform consultation services for hospital staff regarding available LTSS in the community;
 - 5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations;
 - 6. Involve stakeholders in the quality improvement process for enhanced care transitions and coordination services; and



7. Engage individuals while in acute care settings to assist them in transitioning to a home and community-based setting. This shall include facilitating the coordination of services and supports needed for transition, provide individuals with a safe and secure setting, and prevent hospital readmission.
- b. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide the following services:
 - i. Participate in hospital discharge planning meetings;
 - ii. Meet with individuals and their family members according to their preferences and goals for transition;
 - iii. Provide post-discharge follow up as needed, requested, and appropriate in adherence to Follow up Procedures and Protocols to assure successful transitions back to the individual's home; and
 - iv. Document related contacts on behalf of transitioning individuals in Refer 7.
 - v. Develop transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan; and
 - vi. Provide intensive post-discharge follow-up for a minimum of three (3) months to assure successful transitions back to the individual's home, including: short term case management services allowing for ongoing communication with the individual and family members, problem-solving assistance, referrals, and ensuring that the transition plan and services that has been put into place is working.

Q11. *Identify the optional services you propose to provide from Section 3.3.3 and for each optional service describe how you propose to develop, or enhance (if you are currently a Service Link Contractor providing some or all of the Optional services) effective and efficient program delivery. Additionally, if providing Specialized Care Transition Counseling and Support in Section 3.3.3.3, please provide the geographic area you propose to service in accordance with Section 3.2.*

3.4. Reporting

- 3.4.1. The Contractor shall track individuals served and make client data reporting information available to DHHS in a form and format established or acceptable by the Department.



- 3.4.2. The Contractor shall track client data including, but not limited to:
- 3.4.2.1. Number of unique individuals served.
 - 3.4.2.2. Types of information/referral given to individuals.
 - 3.4.2.3. Follow-up services performed and frequency of services delivered.
 - 3.4.2.4. Length of contact.
- 3.4.3. The Contractor shall routinely track and monitor consumer demographics and individual-level referral data, such as:
- 3.4.3.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.4.3.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.4.3.3. Systems-level outcomes, such as ServiceLink number of individuals served by core service, community partnerships; and staff knowledge, skills and abilities.

For more information about ServiceLink Reporting see Appendix K

3.5. Performance Measures

3.5.1. Performance Measures

Identification #	Measure Name	Eligible Population	RFP Requirement	Topic	Measure Numerator	Measure Denominator	Measure Rate
SL-1	Number of follow up contacts performed	All populations in Section 3.1	Section 3.3.1.4 iv.	Member Service	Number of people the Contractor actually Followed up with	Total Possible Number of people who by the standard required follow up	100 % of people who meet the standard receive follow up

- 3.5.1.1. The Contractor shall meet or exceed the following performance measures.



SL-2	Number and percent of public program screenings performed as required by the No Wrong Door Policy.	All populations in Section 3.1	Section 3.3.1.4 viii, first bullet	Member Service	Number of people the Contractor actually conducted a screening as required under the No Wrong Door policy.	Total Possible Number of people who by the trigger are required to complete a screening under the No Wrong Door policy.	100 % of people who meet the standard received the level 1 screening
SL-3	Number and percent of individuals who received Family Caregiver Support (Title III-E) respite services	Individuals seeking Family Caregiver Services	Section 3.3.2.1 g.	Member Service	# of individuals who used respite services	# of people who qualify for respite services	100% of people who are eligible for respite services used the service
SL-4	Percent of staff options counseling-certified within one-year of hire	All Contractor Staff performing Options Counseling	Section 3.8.2	Staffing	# of current and new hired staff are certified in options counseling	# of staff providing Options Counseling under this RFP.	100% of all staff are certified in options counseling in one year of hire.



SL-5	Percentage of Score on Person Centered Counseling Training	All Contractor Staff performing Options Counseling	Section 3.8.3	Staffing	Staff Score	Total Possible Score	80%
Dashb oard	Number of unduplicat ed individuals served	All populations in Section 3.1	Section 3.3.1.4 iii	Member Service	Use as a Dashboard		

3.5.2. Performances Measures – Consumer Experience

3.5.2.1. The Contractor shall empower individuals to make informed decisions about, and to be able to easily access, existing health and long-term care options based on the results of feedback from processes such as satisfaction surveys as follows:

- a. People receiving ServiceLink Services are satisfied with courtesy, timeliness and helpfulness of the SLRC services received.
- b. People receiving ServiceLink Services will trust the information provided by the SLRC.
- c. People agree that the SLRC followed-up within a reasonable amount of time.
- d. People report they were able to make informed decisions about their LTSS options as a result of information, and if necessary, the one-on-one counseling they and/or their family caregivers received.
- e. People receiving SLRC services agree they have been able to effectively and seamlessly navigate through the LTSS system and successfully access the options they have identified, from among the options that are available, as best meeting their particular needs, preferences, and circumstances within a timeframe that meets both their immediate and ongoing needs.
- f. Consumers report that they received access assistance when requested.



- g. People receiving SLRC services report have the opportunity to self-direct their services and support.
- h. People receiving SLRC services report they have been able to make optimal use of their own private resources and their informal support system.
- i. Number and percent of all individuals with service plans that were offered the option to self-direct and the number and percent that choose to do so.

3.6. Continuous Quality Improvement

3.6.1. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services are of high quality, meet the needs of individuals, are sustained throughout the geographic service area, and produce measurable results as follows.

- 3.6.1.1. Evaluate and improve continuously the results of ServiceLink services provided to individuals and their families, and organizations in the community by braiding ServiceLink data with other data systems, such as Medicaid information systems and electronic health records (EHR).
- 3.6.1.2. Inform consumers of complaint and grievance policies.
- 3.6.1.3. Develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff.
- 3.6.1.4. Have a grievance system in place and ensures any grievances filed are available to DHHS upon request.
- 3.6.1.5. Utilize formal processes for receiving input and feedback from individuals and their families on the Contractor's operations, ServiceLink services, and on-going development by using DHHS approved survey documents and procedures for measuring consumer satisfaction.
- 3.6.1.6. Include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness, and the Contractors plan to monitor and improve local performance outcomes.
- 3.6.1.7. Participate in the implementation of DHHS's Quality Management Plan for ServiceLink and NWD/NHCarePath.
- 3.6.1.8. Submit their Plan for review by the Department within 60 days of the signed contract.
- 3.6.1.9. Agree to quality assurance reviews by the Department as follows:



- a. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- b. Ensure the Department is provided with access that includes but is not limited to:
 - i. Data
 - ii. Financial records
 - iii. Scheduled access to Vendor work sites/locations/work spaces and associated facilities.
 - iv. Unannounced access to Vendor work sites/locations/work spaces and associated facilities.
 - v. Scheduled phone access to Vendor principals and staff

3.6.2. The Vendor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Vendor is not in compliance with the contract.

3.7. Management Information Systems

3.7.1. The Contractor shall use the Refer 7 database to support all business functions related to the provision of programs by ServiceLink Contractors, including:

- 3.7.1.1. Complying with new information technology initiatives that DHHS may roll-out as part of Balancing Incentive Program (BIP), SIM, or other state initiatives.
- 3.7.1.2. Operating computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standards for software and as follows:
 - a. Microsoft Windows 10;
 - b. Microsoft Internet Explorer version 11;
 - c. Documents, spreadsheets and presentation that are compatible with Microsoft Office 2010;
 - d. Network Associates - McAfee Virus Scan version 8.8; and
 - e. Broadband or DSL Internet access
- 3.7.1.3. Complying with the Department's current hardware standards are as follows:
 - a. Standard Desktop: Multi-tasking, standard apps: I3 Intel Processor, 4GB RAM, 500 GB SATA;



- b. High-end Desktop: Multi-tasking, heavy graphics (i.e., CAD): I5 Intel Processor, 8GB RAM, 500 GB SATA; and
- c. The State standard business applications: Windows 10, Office 2010 and Internet Explorer 11.

3.7.1.4. The Contractor shall comply with the ServiceLink Computer Use Agreement (Sample found in Refer7 Manual in Appendix XXX)

3.8. Staffing

- 3.8.1. The Contractor shall ensure ServiceLink management staff have appropriate credentials, and that counseling staff have the requisite skills to perform Person-Centered Options Counseling consistent with the NWD System.
- 3.8.2. The Contractor shall follow the National Association of Social Workers Standards for Social Work Personnel Practices, which include but are not limited to the following practices:
 - 3.8.2.1. Ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
 - 3.8.2.2. Ensure staff possess the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC
 - 3.8.2.3. Ensure staff knowledge about resource availability, service costs, and budgetary parameters are current, and be fiscally responsible in carrying out activities related to their role or function within the SLRC.
 - 3.8.2.4. Treat colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.
 - 3.8.2.5. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement. Appendix M displaying ServiceLink trending can be used to support bidder staffing plan development.
 - 3.8.2.6. Ensure staff receive appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold, and shall verify and document that it has met these requirements. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications. Such records shall be available for DHHS inspection.



- 3.8.2.7. Ensure staff-performing services related to accessing private sector services and supports and public programs have received adequate training to carry out the deliverables identified in Section 3.3.5, including DHHS Division of Client Services eligibility processes and systems training.
- 3.8.2.8. Develop a staffing contingency plan, including but not limited to:
 - a. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
 - b. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
 - c. Discussion of time frames necessary for obtaining replacements;
 - d. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
 - e. Method of bringing replacements/additions up-to-date regarding this Agreement.
- 3.8.2.9. Provide staffing models used by subcontractors, if applicable.
- 3.8.2.10. Provide resumes for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, financial manager and managers that supervise staff and volunteers for the programs and services included in this Agreement.
- 3.8.2.11. Ensure the Contractor's staff members and volunteers interacting with or providing hands-on care to individuals receiving services complete a DHHS State Registry check before the staff member begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 3.8.2.12. Maintain written job/service descriptions for paid and volunteer staff that reflect the scope and duties of their respective roles.
- 3.8.2.13. Conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to the process must be established in order to be in compliance with program requirements.
- 3.8.3. The Contractor shall have all staff providing information and referral services, person-centered options counseling, family caregiver services, SHIP, and SMP services certified in person-centered option counseling within one year of hire.



- 3.8.4. The Contractor shall ensure that staff score at least 80% or higher on test to be certified in person-centered option counseling as in Section 3.8.2.
- 3.8.5. The Contractor shall commit staff for the following positions:
 - 3.8.5.1. Program Manager—Contractor shall staff 1 FTE to be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager. Required certification:
 - a. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
 - b. Obtain training and certification in Person-centered Counseling within one year of hire;
 - c. SHIP/SMP certification training and certification must happen within one year of hire; and
 - d. SMP Foundations training and assessment within one year of hire.
 - 3.8.5.2. Information and Referral Staff— links individuals who need assistance with appropriate service providers, and/or supplies descriptive information about the agencies or organizations which offer services. Minimum required certification:
 - a. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
 - b. Obtain training in Person-centered Counseling within one year of hire;
 - c. Obtain certification as a State Health Insurance Assistance Program (SHIP) within one year of hire; and
 - d. SMP Foundations training and assessment within one year of hire.
 - 3.8.5.3. Person-Centered Options Counseling and Person-centered Transition Support Staff— Provides person-centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for individuals in need of long-term supports and services. Minimum required certification:



- a. Acquire the Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
 - b. Obtain training and certification in Person-centered Counseling within one year of hire;
 - c. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor within one year and a half of hire; and
 - d. SMP Foundations training and assessment within one year and a half of hire.
- 3.8.5.4. Person-Centered Options Counseling Caregiver Staff—Provide person-centered needs assessments, Person-Centered Options Counseling and referrals, one on one support and consumer-directed services based on the needs, preferences of the caregiver. This position also provides:
- a. One-on-one counseling with caregivers to help them problem-solve their unique situation;
 - b. Offer education, support, advocacy and follow-up;
 - c. Facilitate training related to assisting family caregivers. This includes detailed knowledge about issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements; and
 - d. Data collection, reporting. Minimum required certification:
 - i. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
 - ii. Obtain training and certification in Person-centered Counseling within one year of hire;
 - iii. Trained/Licensed in Powerful Tools for Caregivers curriculum;
 - iv. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor; and
 - v. SMP Foundations training and assessment within one year of hire.



3.8.5.5. State Health Insurance Assistance Program (SHIP) Staff—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's and MIPPA Programs goals and performance measures for their county/region. Minimum required certification:

- e. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire; and
- f. Within 6 months of hire:
 - i. SHIP training and assessments;
 - ii. SMP foundations training and assessment within one year of hire; and
 - iii. Obtain training in Person-centered Counseling within one year and a half of hire.

3.8.5.6. Senior Medicare Patrol (SMP) Staff—Provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's deliverables, goals and performance measures for the State/County/Region. Minimum required certification:

- a. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification within one year of hire;
- b. Obtain certification as SMP Counselor certification, within 6 months of hire; and
- c. Obtain training in Person-centered Counseling within one year and a half of hire.

3.8.6. Minimum Staffing Requirements:

3.8.6.1. Minimum Staffing Requirements by Catchment Area for the NH Family Caregiver Program Functions are as follows:

- a. Carroll and Sullivan .25 FTE;
- b. Coos, Strafford, Monadnock .5 FTE;
- c. Grafton .75 FTE;



- d. Hillsborough, Belknap, Merrimack 1 FTE;
- e. Rockingham 1.25 FTE.

3.8.6.2. Minimum Staffing Requirements by Catchment Area for the combined functions of SHIP, SMP, and MIPPA are as follows:

- a. Carroll, Belknap, Coos, and Sullivan 1.5 FTE;
- b. Monadnock, Grafton, and Strafford 2 FTE;
- c. Merrimack County 2 FTE; and
- d. Hillsborough and Rockingham 3 FTE

For more information on National Association of Social Workers Standards for Social Work Personnel Practices, visit http://www.socialworkers.org/practice/standards/personnel_practices.asp.

Q12. Describe your proposed staffing plan and training and staff development plan.

3.9. General Overall Scope of Work Questions

Q13. Describe your experience working with the population in Section 3.1

Q14. Describe your experience with provide these scope of services in Section 3.3.

3.10. Cultural and Linguistically Appropriate Services

DHHS is committed to reducing health disparities in New Hampshire. The Department recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients as a means of ensuring access to quality care for all. As part of that commitment, DHHS continuously strives to improve existing programs and services to bring them in line with current best practices.

3.10.1. DHHS requires all contractors and subcontractors provide culturally and linguistically appropriate programs and services in compliance with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

3.10.2. There are numerous resources available to help contractors increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.



- 3.10.3. Key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. CLAS standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency (LEP), but also with persons who have other communication needs. The enhanced standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.10.4. Bidders are expected to consider the need for language services for individuals with LEP as well as other communication needs likely to be encountered in the eligible service population when developing budgets and conducting program activities.
- 3.10.5. Successful Bidders will be:
- Required to submit a detailed description of the language assistance services they will provide individuals with LEP to ensure meaningful access to programs and/or services within 10 days of the date the contract is approved by Governor and Executive Council;
 - Monitored on their federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.
- 3.10.6. Guidance that accompanies Title VI of the Civil Rights Act of 1964 requires contractors to take reasonable steps to ensure meaningful access to their programs and services by individuals with LEP. The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
- Number or proportion of LEP persons served or likely to be encountered in the population eligible for the contractor's program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - Frequency with which LEP individuals come in contact with the program, activity or service;
 - Importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - Resources available to the organization to provide language assistance.
- 3.10.7. Bidders are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal. Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform the Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.



- 3.10.8. For guidance on completing the two steps in Appendix C, please refer to the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP posted on the DHHS website at <http://www.dhhs.nh.gov/business/forms.htm>.

3.11. Work Plan and Deliverables Timeline

Within sixty (60) days of the effective date of the contract, the Contractor shall develop and submit to DHHS a detailed work plan that identifies deliverables and includes reasonable timelines for operationalizing the scope of work. DHHS will monitor the contract via the work plan and performance measures defined in the contract.

The Contractor's work plan may be adjusted during the contract period, but in no case will timelines extend beyond the grant award period and or contract period. In the event of a work plan change, the Contractor shall submit the revised work plan within thirty (30) days of the effective date of any amendment to the Agreement.

3.12. Delegation and Subcontractors

- 3.12.1. See Appendix B, Exhibit C, paragraph 19.

3.13. Privacy and Security of Client Information

DHHS is the designated owner of all data related to the programs provided under this contract and shall approve all access to that data. Contractor shall not have ownership of State data at any time. Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

3.14. eStudio

The Contractor shall be required to use DHHS's eStudio electronic information system. eStudio is DHHS's primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. The Contractor is strongly encouraged to identify all of the key agency personnel who need to have e-Studio access to ensure that information from DHHS can be shared with necessary staff. There is no cost to the organization for DHHS to create an eStudio account, and no limit on the number of staff the contractor authorizes to have access to e-Studio.

4. FINANCE

4.1. Financial Standards

Funds for these services are anticipated to be available as follows:



\$1,641,195 for State Fiscal Year 2017 (January through June 2017);
\$3,182,448 for State Fiscal Year 2018 (July 2017 through June 2018); and
\$785,285 (1/4 of SFY 18 for State Fiscal Year 2019 (July 2018 through September 2018).

As with all State contracts, the duration of the contract is subject to availability of funds. The Department may renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.

4.2. Funding Sources

The scope of work will be funded with federal and general funds. Department access to supporting federal funding is dependent upon the selected Vendor meeting the requirements in accordance with the United States Department of Health and Human Services:

- 4.2.1. New Hampshire State General funds
- 4.2.2. Federal funds from the United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA #93.778).
- 4.2.3. Federal funds from the United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052).
- 4.2.4. Federal funds from the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778)
- 4.2.5. Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, (CFDA#93.517)
- 4.2.6. Federal funds from the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program (CFDA# 93.779)
- 4.2.7. Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Senior Medicare Patrol Project (CFDA#93.408)
- 4.2.8. Federal funds from the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living, (CFDA# 93.071)



The total reimbursement for the Department shall not exceed the agreed upon contract price. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

Funding may not be used to replace funding for a program already funded from another source.

Funded Vendors/vendors will be expected to keep records of their activities related to Department programs and services. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations. The Vendor will provide supporting documentation to support evidence of actual expenditures.

4.3. Budget Form

The Vendor shall complete a Budget (Cost bid) using Appendix D. The Budget shall provide the cost for all services in Section 3 and in accordance with Section 4.6 for specific program budget information) by State Fiscal Year identified in Section 4.1, for each geographic region being proposed.

The Vendor shall provide a Budget Narrative (a brief summary explaining the cost bid), for each Budget Form.

Reminder: Use the designated line items in the Budget form to budget separately for each Optional service being proposed, by State Fiscal Year. The narrative shall explain these line items.

4.4. Staff List Form

The Vendor shall complete a Staff List Form using Appendix E. The Staff Form shall provide the cost for all personal salaries to provide services in Sections 3 and in accordance with Section 4.6 for specific program budget information), by State Fiscal Year identified in Section 4.1, for each geographic region being proposed.

Reminder: Use the designated line items in the Staff form to budget separately for each Optional services being proposed, by State Fiscal Year. The narrative shall explain these line items.

4.5. Request Electronic Budget and Staff Forms

Please contact the procurement coordinator in named in RFP Section 6.1 to request electronic versions of the budget and staff forms.

4.6. Budget Information Specific to Program

4.6.1. Stakeholder Engagement and Collaboration

The Vendor shall include in their budget up to \$2,000 per State Fiscal Year for staff time and supplies for the purposes of participating in strategic planning with the Department on the NWD approach (See RFP Section 3.



4.6.2. Family Caregiver Support Program

The Vendor shall develop budgets for the clients. The actual funding to support the budgeted activities is funded with the Department's financial management services contractor.

4.6.3. Veteran Directed Home and Community-Based Services (VD-HCBS) aka Veterans Independence Program (VIP) Veterans

4.6.3.1. The Vendor shall seek reimburse for the Veterans directed scope of work from other payer sources such as the Veterans Administration. The Department will not reimburse the Contractor for providing this service.

4.7. Community Support Requirement

The Vendor is required to actively pursue other sources of revenues and community support to maintain the program as it relates to community-defined requirements, features, and services that the State may not fully fund. Including but not limited to match, fundraising, exploring a sliding fee for service structure, and formal partnerships with community that include shared funding. Any match has to be in direct support of the particular services described in this RFP. Services, funds or other activities related to programs not described in this RFP cannot be utilized as a match for this RFP.

The bidder must include a statement regarding their plan to pursue other revenue and community support, including where the revenue/support was derived from, along with a statement that the revenue/support was not derived from federal sources or uses as a match against any other state contract or federal program. The statement provided will not be the sole determinate factor for selection.

When providing a match, the match shall be a non-federal share of costs that the Vendor will be required to contribute to accomplish the activities in this Request for Proposals. The match shall be non-federal cash and/or a non-monetary In-kind contribution. The purpose of the match is to ensure sustainability of the ServiceLink Services.

- a. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
- b. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
- c. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
- d. The applicant cannot use other federal funds as a match.

4.8. Financial Reporting Requirements



Contractors shall file monthly Financial Reports to DHHS utilizing the reporting tool provided by DHHS. The Department will reimburse the Vendor based on actual expenditures in accordance with the federal and state requirements.

5. PROPOSAL EVALUATION

5.1. Technical Proposal

Approach (Q1 through Q11)	200 points
Staffing Plan and Staff Training and Development Plan (Q12)	75 points
Experience with Population and Services (Q13-Q14)	75 points

5.2. Cost Proposal

Budget, Staff Form, and Narrative	250 points
Total Points	600 Points

6. PROPOSAL PROCESS

6.1. Contact Information–Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Cathy Cormier
Procurement Coordinator
Brown Building
129 Pleasant Street
Concord, New Hampshire 03301
Email: Catherine.a.cormier@dhhs.nh.us
Phone: 603-271-9076

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Any contact regarding this RFP with any State personnel not listed above could result in disqualification. The State shall not be held responsible for oral responses to Bidders regardless of the source.



6.2. Procurement Timetable

Procurement Timetable		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	7/15/16
2.	OPTIONAL Letter of Intent Submission Deadline	7/22/16
3.	RFP Questions Submission Deadline	7/28/16
4.	DHHS Response to Questions Published	8/4/16
5.	Technical and Cost Bids Submission Deadline	8/17/16 2:00 pm

6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is optional.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.



DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. Bidders' Conferences

There is no Conference scheduled for this procurement.

6.4.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. [IF A BIDDERS CONFERENCE IS NOT BEING HELD, DELETE "Oral answers given in the Bidders Conferences are non-binding."] Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with [INSERT DOCUMENT NUMBER (FROM COVER PAGE) FOR THE RFP].



Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.



6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability



By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.



If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.

Proposals must conform to all instructions, conditions, and requirements included in the RFP.

Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.

Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.



Fax or email copies will not be accepted.

Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

Original copies of Technical and Cost Proposals in separate three-ring binders.

Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.

Major sections of the Proposal separated by tabs.

Standard eight and one-half by eleven inch (8 ½" x 11") white paper.

Font size of 10 or larger.

7.1.3. Technical Proposal

Original in 3 ring binder marked as "Original."

The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."

4 copies in bound format marked as "Copy."

1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

Front cover labeled with:

Name of company / organization;
RFP#; and
Technical Proposal.

7.1.4. Cost Proposal

Original in 3 ring binder marked as "Original."

A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.

2 copies in bound format marked as "Copy."

1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

Front cover labeled with:

Name of company / organization;
RFP#; and
Cost Proposal.

7.2. Outline and Detail



7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:

(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
- c. Contain the following:
 - i. Identify the submitting organization;
 - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
 - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
 - vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
 - vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
 - viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
 - ix. Date Proposal was submitted; and
 - x. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.



7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:
 - i. General company overview;
 - ii. Ownership and subsidiaries;
 - iii. Company background and primary lines of business;
 - iv. Number of employees;
 - v. Headquarters and Satellite Locations;
 - vi. Current project commitments;
 - vii. Major government and private sector clients; and
 - viii. Mission Statement.
- b. This section must include information on:
 - i. The programs and activities of the organization;
 - ii. The number of people served; and
 - iii. Programmatic accomplishments.



- c. And also include:
 - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
 - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:
 - i. The length, depth, and applicability of all prior experience in providing the requested services;
 - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject



subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement



- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Bidder Information and Declarations:
 - i. Exceptions to Terms and Conditions, Appendix A
 - ii. CLAS Requirements, Appendix D
 - iii. Personnel Sheet, Appendix E

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Penalties



The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

- 9.1. Appendix A – Exceptions to Terms and Conditions**
- 9.2. Appendix B – Contract Minimum Requirements**
- 9.3. Appendix C – CLAS Requirements**
- 9.4. Appendix D – Budget**
- 9.5. Appendix E – Personnel Sheet**

The following Appendix Items (9.6 through 9.15) are found in the online Document Library (available July 24, 2016).



- 9.6. Appendix F - ACL National Options Counseling Standards**
- 9.7. Appendix G - Computer Use Policy Agreement**
- 9.8. Appendix H - Criteria for Fully Functioning ADRC**
- 9.9. Appendix I - NH Family Caregiver Program Guide and FMS Procedures**
- 9.10. Appendix J - NH VD-HCBS Program Readiness Review and Procedures**
- 9.11. Appendix K - Preliminary Performance Monitoring, Tracking and Reporting**
- 9.12. Appendix L - Refer7 Manual**
- 9.13. Appendix M - ServiceLink Volume Metrics**
- 9.14. Appendix N - SHIP Federal Mission, Vision, Strategy, Performance Measures and Standards**
- 9.15. Appendix O - SMP Program Overview and Performance Measures**

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 8- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.

Date _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <div style="text-align: right;">Date: _____</div>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ Director, On: _____ </div>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Appendix B

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: _____

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: _____

Date

Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

APPENDIX C

Addendum to Culturally and Linguistically Appropriate Services (CLAS) Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

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Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
<ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
<ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language assistance to LEP persons, if needed)	Yes	No

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In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS		
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
6. MONITORING OF SERVICES PROVIDED		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No

By signing and submitting this attachment to RFP# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.

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- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Optional Services - State Health Insurance Assistance Program Trainer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14a. Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14b. Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14c. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Optional Services - Medicare Supplement Insurance Information	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15a. Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15b. Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15c. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Optional Services - Specialized Care Transition Counseling and Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16a. Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16b. Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16c. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct

#DIV/0!

#DIV/0!

#DIV/0!

Appendix D

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name: _____						
Program: _____						
Budget Period: _____						
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Total Admin. Salaries				\$0	\$0	
Direct Service Salaries						
Optional Services - State Health Insurance Assistance Program Trainer						
Optional Services - Medicare Supplement Insurance Information						
Optional Services - Specialized Care Transition Counseling and Support						
Total Direct Salaries				\$0	\$0	
Total Salaries by Program				\$0.00	\$0.00	

*Please list which site(s) each staff member works at, if your agency has multiple sites.